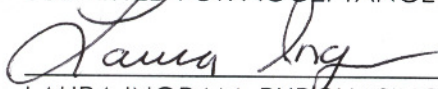


STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

NOTICE OF CONTRACT

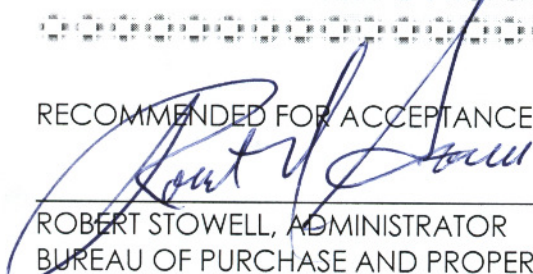
DATE: 11/03/15
CONTRACT FOR: Scrap Metal Recycling
NIGP CODE: 912-2340
CONTRACTOR: Prolerized New England/Schnitzer CONTRACTOR #174517

SUBMITTED FOR ACCEPTANCE BY:


LAURA INGRAM, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 11/3/15

RECOMMENDED FOR ACCEPTANCE BY:


ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE 11/3/15

ENDORSED FOR ACCEPTANCE BY:


LISA M. POLLARD, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 11-4-15

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


VICKI QUIRAM, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11-5-15

.....
This contract is in result of NH Bid 1813-16 for Scrap Metal Recycling. If approved, this contract will be in effect upon approval through 9/30/18 with extensions upon mutual agreement. I have verified the Excluded Parties list.

Subject: Scrap Metal Collection & Recycling

FORM NUMBER P-37 (version 5/8/15)


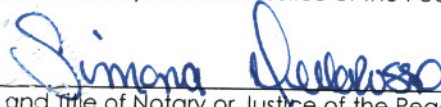
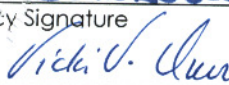
Notice: This agreement and all of its attachments shall become public upon approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Prolerized New England Co, LLC		1.4 Contractor Address 25 Sandquist St. Concord NH 03301	
1.5 Contractor Phone Number 603-225-2267	1.6 Account Number	1.7 Completion Date 09/30/2018	1.8 Price Limitation N/A
1.9 Contracting Officer for State Agency Laura Ingram, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2009	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Manager, Regional Accounts	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>October 26, 2015</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Simona DelloRusso</u> <u>Notary</u>			
1.14 State Agency Signature  Date: <u>11-5-15</u>		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

PURPOSE

Prolerized New England Co, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Scrap Metal Collection & Recycling Services in accordance with the bid submission in response to State Request for Bid #1813-16 and described herein.

TERM

This contract shall commence upon the approval by the Commissioner of Administrative Services and shall terminate on September 30, 2018, a period of approximately 3 years. The Contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and the with the approval of the Commissioner of Administrative Service. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

DAMAGE

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its expense.

DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and their employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

SCOPE OF WORK

DELIVERY/ DROP OFF / PICK UP TIME, COMMUNICATION & FORMAT:

- INITIAL CONTAINER DROP OFF COMMUNICATION-Before providing equipment, supplies and / or services, Contractor shall receive proper authorization from the requesting agency. Once authorization is granted, Contractor shall provide a container (size to be specified by agency for the collection of scrap metal.)

- SERVICE ORDERING - COMMUNICATION PROCEDURE - State agencies shall order products or services; request container pick-ups by telephone, e-mail or fax. They may also establish a standard delivery / pick up schedule if required. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.
- The Contractor shall be required to accomplish delivery/drop off / pick up of any container ordered under this contract within seven (7) working days from the placement of the order by the agency

The use of a private carrier or subcontractors to make delivery or pick up does not relieve the Contractor from the responsibility of meeting the delivery/ drop off/pick up time frame requirement.

SPECIFICATION - 3 TYPES OF SERVICE

Full Service: Contractor shall set up a collection service as requested by the requesting agency. Full service shall be when the Contractor leaves on-site a collection unit(s) and coordinates a pick up schedule with the requesting agency. The Contractor reserves the right not to provide this type of service to the requested location; if it is determined the annual collection poundage would not adequately cover delivery and pick up cost.

Single Use Service: Contractor shall accommodate single collection service request for a requesting agency. Single collection service shall be when the Contractor provides a collection bin for a one time use at an agency location. The requesting agency is responsible for loading the collection bin.

Will Call Service: Contractor shall arrange for pick-up of will call request from requesting agencies. Will-calls are when the Contractor shall remove and load the recycled materials in to their collection units at the agencies location.

Drop off at Contractor Location: State agencies may deliver scrap metal to the Contractor's yard and / or the Contractor's weigh scale when it's in the States best interest and with prior approval from the contracted Contractor. Under these circumstances all documentation, records and the payment process shall remain the same as for Contractor pick up.

SPECIFICATION - SERVICE CANCELLATION

Utilizing state agency may cancel collection service without penalty. Under this provision collection bins shall be picked up within 3 business days of agency request and any recycled materials shall be sold as defined herein.

SPECIFICATION - COLLECTION UNITS (CONTAINERS & / OR BINS):

- All containers utilized under any contract resulting from this solicitation shall be clearly labeled as to ownership (company lettering or decals).
- Locations requesting multiple containers shall be labeled by owner as to what type of material is stored inside.
- All containers shall be clean, leak proof and painted.
- Containers shall be replaced by Contractor if they are deemed unsafe/damaged by the utilizing agency.
- Contractor shall provide varying sizes and adequate sized containers for customer's needs and locations.
- Contractor is required to provide metal containers suitable for all types of metal.
- Containers shall be provided on a loan basis at no cost or liability to the state.
- Contractor shall have available the following sized containers at a minimum (approximate) 6, 20, 30, 40 cubic yards.

SPECIFICATION - COLLECTION AND RECYCLING SERVICE FOR SCRAP METAL:

- The collection and sale of scrap metal are "as is" "where is", and the state takes no responsibility for and makes no guarantees with respect to scrap metal described herein.
- SCRAP METAL MIXED AND UNSORTED:

- Consisting of a mixture of steel, sheet metal, tin, miscellaneous hardware and non-ferrous metal resulting from the routine operation and maintenance of state property. No hazardous materials or contaminants such as drums, ballast or asbestos containing materials will be allowed.
- SCRAP METAL (PRESORTED)
- Presorted scrap metal may fall into the following categories: aluminum, copper and other nonferrous metals.
- No hazardous materials or contaminants such as drums, ballast or asbestos containing materials will be allowed.
- Nonferrous recycled materials may be resorted by Contractor before selling, if this is the case, Contractor is to communicate with customer of the resorting and the selling results.

SPECIFICATIONS - CONTRACTORS SERVICE RESPONSIBILITIES:

Scrap metal shall generally be mixed and unsorted when collected.

The Contractor shall provide a container for the collection of scrap metal at no charge to the utilizing agency. The Contractor shall provide, upon request, a separate bin for aluminum scrap or any other scrap related commodity the agency chooses to separate.

The Contractor shall replace a full bin with an empty bin of equal size unless specified differently by the agency. The Contractor shall dispose of any "scrap metal" product obtained from state locations in compliance with all current federal, state and environmental laws and regulations as well as all terms, conditions and specifications of this solicitation.

The Contractor shall include a statement of hauling with the payment.

The Contractor shall leave a pick up receipt (in duplicate) showing what was picked up to include any miscellaneous items (IE Freon appliance). Receipt shall be signed by the state employee (if applicable) if they witnessed the pick-up. Receipt shall be left at each delivery/drop off/ pick up locations.

SPECIFICATION - WEIGHING:

Any and all weighing charges shall be borne by the Contractor.

Weighing of pick-ups or drop off (by state agencies) shall be done on certified scales and accuracy guaranteed by the Contractor.

All pick up and deliveries must be covered by a certified weight slip. Weight slip will also show where and when the pick-up was made and the name of the state employee witnessing the pick-up (when applicable).

Payment will be based upon these weight slips.

Copies of these indexes referencing the date of pick up shall be included with the rebate payment package to verify rebate amounts.

The rebate percentages offered by the Contractor shall be based against the GT or LB. Offered rebate percentages shall not exceed two (2) places to the right of the decimal (example 52.25%).

All services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

EXHIBIT B

CONTRACT PRICE

The Contractor hereby agrees to provide scrap metal collection and recycling services in complete compliance with the terms and conditions specified in Exhibit A through the expiration date set as September 30, 2018. There shall be no charge associated with the provision of these services; Contractor shall provide rebate payments for the collection and removal of scrap metal according to the terms set forth in detail below.

REBATE RATES:

COUNTY	REBATE %
BELKNAP	
Light iron: Auto Bodies/GT	45.00%
#1 HEAVY MELT M&U / GT	41.00%
#1 HEAVY MELT M&P / GT	41.00%
ALUM - MIXED CLIPS / LB	101.00%
#2 HEAVY COPPER - W&P / LB	75.00%
CARROL	
Light iron: Auto Bodies/GT	24.00%
#1 HEAVY MELT M&U / GT	25.50%
#1 HEAVY MELT M&P / GT	25.50%
ALUM - MIXED CLIPS / LB	101.00%
#2 HEAVY COPPER - W&P / LB	75.00%
CHESHIRE	
Light iron: Auto Bodies/GT	28.50%
#1 HEAVY MELT M&U / GT	30.00%
#1 HEAVY MELT M&P / GT	30.00%
ALUM - MIXED CLIPS / LB	101.00%
#2 HEAVY COPPER - W&P / LB	75.00%
COOS	
Light iron: Auto Bodies/GT	10.00%
#1 HEAVY MELT M&U / GT	10.00%
#1 HEAVY MELT M&P / GT	10.00%
ALUM - MIXED CLIPS / LB	101.00%
#2 HEAVY COPPER - W&P / LB	75.00%
GRAFTON	
Light iron: Auto Bodies/GT	19.00%
#1 HEAVY MELT M&U / GT	22.00%
#1 HEAVY MELT M&P / GT	22.00%
ALUM - MIXED CLIPS / LB	101.00%
#2 HEAVY COPPER - W&P / LB	75.00%

HILLSBOROUGH	
Light iron: Auto Bodies/GT	39.00%
#1 HEAVY MELT M&U / GT	36.00%
#1 HEAVY MELT M&P / GT	36.00%
ALUM - MIXED CLIPS / LB	101.00%
#2 HEAVY COPPER - W&P / LB	75.00%
MERRIMACK	
Light iron: Auto Bodies/GT	39.00%
#1 HEAVY MELT M&U / GT	36.00%
#1 HEAVY MELT M&P / GT	36.00%
ALUM - MIXED CLIPS / LB	101.00%
ALUM SEG. LOW COP. CLIPS / LB	80.00%
#2 HEAVY COPPER - W&P / LB	75.00%
ROCKINGHAM	
Light iron: Auto Bodies/GT	50.00%
#1 HEAVY MELT M&U / GT	44.00%
#1 HEAVY MELT M&P / GT	44.00%
ALUM - MIXED CLIPS / LB	101.00%
#2 HEAVY COPPER - W&P / LB	75.00%
STRAFFORD	
Light iron: Auto Bodies/GT	45.00%
#1 HEAVY MELT M&U / GT	40.50%
#1 HEAVY MELT M&P / GT	40.50%
ALUM - MIXED CLIPS / LB	101.00%
#2 HEAVY COPPER - W&P / LB	75.00%
SULLIVAN	
Light iron: Auto Bodies/GT	40.00%
#1 HEAVY MELT M&U / GT	37.00%
#1 HEAVY MELT M&P / GT	37.00%
ALUM - MIXED CLIPS / LB	101.00%
#2 HEAVY COPPER - W&P / LB	75.00%

INVOICE

REMIT FOR REBATE / INVOICE PAYMENT PACKAGE

ALL rebate payment packages shall be mailed to:

*For all Agencies other than the Liquor Commission

STATE OF NEW HAMPSHIRE
ADMINISTRATIVE SERVICES
FIXED AND MOBILE ASSETS
RECYCLING PROGRAM
25 CAPITOL STREET, ROOM 113A
CONCORD NH 03301

*Or for the Liquor Commission

Liquor Commission address:
Attn: Accounts Payable
PO Box 503
Concord, NH 03302-0503

Under no circumstances shall payment for any material picked up or dropped off under this solicitation and any resulting contract be made to any state agency other than the one stated above

Invoicing for political sub-divisions and authorized non-profit organizations will be in accordance with their individual requirements.

REBATE PAYMENT OR INVOICING:

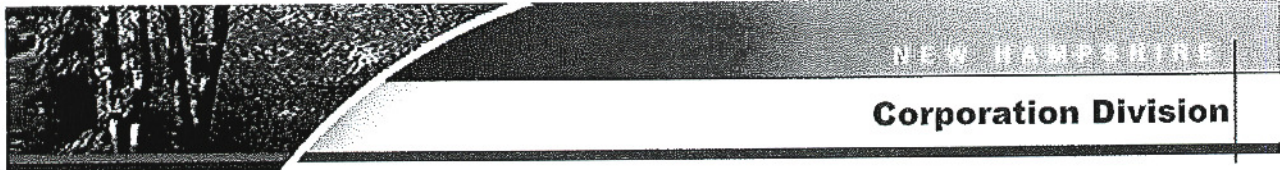
REBATE PAYMENT PACKAGE SHALL INCLUDE;

- Rebate packages shall be done on the basis of each pick up completed.
- Rebate check. (all payments shall be made by company or bank check, no cash)
- Weigh slips for each commodity weighed (statement of hauling)
- Statement on company header clearly showing the quantity in gross tons or lbs., #2 bundle or aluminum
- Statement shall show any miscellaneous items picked up (IE Freon appliance) and the fee charged or the rebate given on behalf of the item
- Date, State agency and agency physical location where the pick was located.
- Contract price per GT or LB (depending on commodity) for rebate.
- A copy of the AMM Index postings for the date of pick up for the date of pick up and all relative commodities to support the transaction value
- Gross, tare and net weights
- Adjustment / reason
- Itemized description of material picked up.
- All rebate packages shall be mailed to the remit address within 30 days of pick up

EXHIBIT C

SPECIAL PROVISIONS

There are no other special provisions of this contract.



Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online

Date: 9/17/2012
(Annual Report History, View Images, etc.)

Filed Documents**Business Name History**

Name	Name Type
Prolerized New England Company LLC	Legal
Prolerized New England Company LLC	Home State


Limited Liability Company - Foreign - Information

Business ID:	566576
Status:	Good Standing
Entity Creation Date:	10/27/2006
State of Business.:	DE
Principal Office Address:	3200 NW Yeon Portland OR 97210
Principal Mailing Address:	3200 NW YEON PORTLAND OR 97210
Last Annual Report Filed Date:	3/23/2012
Last Annual Report Filed:	2012

Registered Agent

Agent Name:	C T Corporation System
Office Address:	9 Capitol Street Concord NH 03301
Mailing Address:	

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

 09/17/12

PROLERIZED NEW ENGLAND COMPANY LLC

Secretary's Certificate

W. Brandon Peele, as an officer of the Members of Prolerized New England Company LLC (the "Company"), certifies:

1. I am the duly elected officer and acting representative of the Company, and have possession of its corporate records.
2. Under the Amended and Restated Operating Agreement of the Company adopted on December 31, 2011, the business and affairs of the Company are managed exclusively by the Members.
3. The Members of the Company are Joint Venture Operations, Inc. ("JVOI"), Maine Metal Recycling, Inc. ("MMR") and Proleride Transport Systems, Inc. ("PTS").
4. Below is a true, correct and complete copy of the resolutions duly adopted by the Members of the Company on October 26, 2015 which are in full force and effect and have not been amended or rescinded:

RESOLVED, that the Bid with the State be submitted and pursued and the documents contemplated thereby be, and each hereby is, authorized and approved in all respects;

RESOLVED, FURTHER, that the Bid be, and it hereby is, approved, and that any of the officers and other appropriate representatives of the LLC, including Ira Gross (each, an "Authorized Individual"), be, and each hereby is, approved, authorized, empowered and directed, in the name and on behalf of the LLC, to take all actions that may be necessary or desirable for purposes of causing the Bid to be consummated, including, without limitation, the execution and delivery of the Bid and such agreements, documents, instruments, consents or certifications as may be necessary or desirable in connection therewith in such forms, including any changes from the form provided, as the Authorized Individuals executing the same shall approve, such approval to be conclusively evidenced by the execution and delivery thereof;

General Authorization

RESOLVED, that the Authorized Individuals be, and each hereby is, authorized in the name and on behalf of the LLC to make or cause to be made all necessary filings, to seek or cause to be sought all necessary consents and to take or cause to be taken any and all such other actions as any such representative may deem necessary, appropriate or advisable to carry out the terms and provisions of the foregoing resolutions and to consummate the Bid, including, without limitation,

payment of all proper fees and expenses and execution and delivery of all such agreements, certificates, instruments and other documents as any such representative may deem necessary, appropriate or advisable in connection therewith; and

RESOLVED, FURTHER, that any and all actions heretofore taken or accomplished by any and all of the partners, operators, agents and representatives of the LLC in connection with the foregoing resolutions, the Bid and the transactions contemplated thereby, and any other agreement or instrument contemplated thereby be, and hereby are, authorized, ratified, approved and confirmed in all respects.

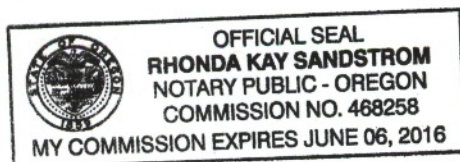
IN WITNESS WHEREOF, I have executed this Certificate on October 26, 2015.

By: W. Brandon Peele
W. Brandon Peele
Officer of its members

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 26th day of October, 2015, personally appeared before me W. Brandon Peele, to me known to be the Officer of the members of Prolerized New England Company LLC, who executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, and on oath stated that he was authorized to execute said instrument.

Dated: October 26, 2015



Rhonda Sandstrom
Notary Public for Oregon
My Commission Expires: 6/6/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer Oregon, Inc. 1001 SW 5th Avenue #1000 Portland OR 97204		CONTACT NAME: Shelly Donily PHONE (A/C, No, Ext): 503-416-7189 E-MAIL ADDRESS: sdonily@wsandco.com FAX (A/C, No): 503-243-1815															
INSURED Prolerized New England Company LLC Attn: Risk Management Dept PO Box 10047 Portland OR 97296-0047		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Illinois Union Insurance Company</td><td>27960</td></tr><tr><td>INSURER B : Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER C : ACE Property & Casualty Insurance C</td><td>20699</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A : Illinois Union Insurance Company	27960	INSURER B : Greenwich Insurance Company	22322	INSURER C : ACE Property & Casualty Insurance C	20699	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES**CERTIFICATE NUMBER:** 390837888**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollutant Dischg <input type="checkbox"/> Sudden & Accid GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PMIG23860661008	3/15/2015	3/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Self-Insured Ret. \$250,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		RAD500024204	3/15/2015	3/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		X00G27635817	3/15/2015	3/15/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of the Named Insured subject to the terms, conditions and exclusions of the policy issued by the Insurance Company.

Bid# 1012-09

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Division of Plant and Property Mgmt. Bureau of Purchase and Property 25 Capitol Street, State House Annex Concord NH 03301-6398	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Shelly Donily</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. P.O. Box 367 Bellevue WA 98009-0367	CONTACT NAME: Stephen Erni	
	PHONE (A/C, No, Ext): 425-586-1002 FAX (A/C, No):	
	E-MAIL ADDRESS: Stephen_Erni@ajg.com	
INSURED Prolerized New England Company LLC P O Box 10047 Portland, OR 97296-0047	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : See Attached Schedule	19429
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1980387199

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	See Attached Schedule	3/15/2015	3/15/2016	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Operations of the Named Insured subject to the terms, conditions and exclusions of the policy issued by the Insurance Company.

Bid# 1012-09

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire, Administrative Services, Contracting Officer - Paul Rhodes or his successor Bureau of Purchase and Property 25 Capitol Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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**ADDENDUM TO CERTIFICATE OF INSURANCE FOR
SCHNITZER STEEL INDUSTRIES, INC.**

**SCHEDULE OF INSURANCE POLICIES
3/15/2015 – 3/15/2016**

INSURANCE CARRIER	POLICY NUMBER	STATES COVERED
Ins. Co. of the State of PA	WC84631587	AK, AL, AR, AZ, GA, HI, IL, IN, KS, MI, MO, MT, NH, NJ, NV, NY, OR, RI, TN, TX, UT, VA
National Union Fire Ins. Co.	WC84631588	California
Ins. Co. of the State of PA	WA84631589	MA, WA
Ins. Co. of the State of PA	WC84631590	Maine

New Hampshire Department of Labor

Employers' Workers' Compensation Insurance Coverage Verification

Select Coverage Date 11/3/2015-

Default = Today's Date

Employer Name prolerized

☒ Contains ☐ Starts With

OR

Federal Employer Identification Number

Search

Reset

Worker's Compensation Insurance Coverage Provider: INS CO OF THE STATE PA

Policy Number: WC084631587

Coverage Date: 11/03/15

[Return to Policy Results](#)

Page size: 20

Page 1

Employer Name	Street Address	City	State	Zip
443 B ROVNER & CO	18 CHAGNON ST	MANCHESTER	NH	03102-4035
NEW ENGLAND METAL RECYCLING	290 KNOX MARSH RD	MADBURY	NH	03823-7506
PROLERIZED NEW ENGLAND	25 SANDQUIST ST	CONCORD	NH	03301-3448
PROLERIZED NEW ENGLAND	211 GRISSOM LN	CLAREMONT	NH	03743-5638
PROLERIZED NEW ENGLAND	399 WILLOW ST	MANCHESTER	NH	03103-6214
PROLERIZED NEW ENGLAND	2 POPLAR AVE	CONCORD	NH	03301-3443

Page size: 20

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